

AFFIDAVIT

State of Indiana

County of Hamilton

NAME OF INSURED: ROBERT BEESON
QUINDA BEESON

POLICY NUMBER: Z4806041

POLICY DATES: FEB. 15 2017 TO: FEB. 15 2018

Ashleigh Corwin, archivist of

SAFECO Insurance Company of America, has compared the attached copies of the insurance policy number listed above and its endorsements with the original records of the policy of insurance and endorsements contained in the Company's files and that the same is a true and exact recital of all the provisions in the said original policy and endorsements attached thereto.



Ashleigh Corwin

Policy Copy Archivist

April 7, 2020

EXHIBIT 5

SAFECO_000001



A Liberty Mutual Company

SAFECO INSURANCE COMPANY OF AMERICA
P O BOX 515097, LOS ANGELES, CA 90051

JULY 17, 2017

BRIER PAYNE MEADE INSURANCE
INC
8717 W 110TH ST STE 420
OVERLAND PARK KS 66210-2126
AGENT TELEPHONE: (913) 402-9576

ROBERT BEESON
QUINDA BEESON
CENTENNIAL CO 80015-3644

Re: Notice of Cancellation — Automobile Policy Z4806041

Dear Policyholder,

Per your request, we are canceling your Automobile insurance policy. Coverage will end at 12:01 a.m. standard time on July 7, 2017.

Thank you for your past business. We look forward to serving you again soon.

SAFECO INSURANCE COMPANY OF AMERICA
Personal Lines Underwriting

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BRIER PAYNE MEADE INSURANCE
INC
8717 W 110TH ST STE 420
OVERLAND PARK KS 66210-2126

January 2, 2017

Policy Number: Z4806041

24-Hour Claims: 1-800-332-3226

Policy Service: (913) 402-9576

Online Account Services: www.safeco.com

**THIS IS NOT A BILL.
IDENTIFICATION CARDS ENCLOSED**

ROBERT BEESON
QUINDA BEESON

CENTENNIAL CO 80015-3644

Thank you for allowing Safeco to continue serving your auto insurance needs. We appreciate your business and the trust that you have placed in us.

With this renewal the following changes were made, including those requested by you or your agent or broker:

Your discounts or surcharges have changed. Please read the enclosed policy declarations page carefully.

Please place the enclosed insurance identification cards in the vehicle listed on the card.

Your new 12-month policy period will begin on February 15, 2017. Your policy will renew automatically if you continue to pay the premium. The renewal premium is:

\$2,323.20 if you pay in full or use the 2-pay billing plan (includes a \$142.50 billing plan discount)

\$2,465.70 if you use the monthly or 4-pay billing plan

This is not a bill. Your bill will be sent separately about 25 days before it is due. It will provide more information about amounts you may pay and your payment due date. For more information about fees, please see the enclosed policy declarations page and the back of your billing statement.

A \$205.88 payment for your recent bill will be deducted on January 15, 2017.

If you have any questions or wish to make any changes to your policy, you can do so by calling your independent Safeco agent at (913) 402-9576.

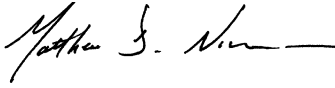
PLEASE SEE REVERSE
SAFECO INSURANCE COMPANY OF AMERICA

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Thank you for entrusting us with your insurance needs.

A handwritten signature in black ink, appearing to read "Matthew D. Nickerson", followed by a horizontal line.

Matthew D. Nickerson
President, Safeco Insurance

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**CUSTOMER ACCOUNT SUMMARY**

JANUARY 2, 2017

AGENT:		CUSTOMER:	
BRIER PAYNE MEADE INSURANCE		ROBERT BEESON	
INC		QUINDA BEESON	
8717 W 110TH ST STE 420		CENTENNIAL CO 80015-3644	
OVERLAND PARK KS 66210-2126			
(913) 402-9576		Account Number:	
BPM@BPMINSURANCE.COM		72054806041	
QUESTIONS?	Policy Services:	Online Account Services:	24-Hour Claims:
	(913) 402-9576	www.safeco.com/myaccount	1-800-332-3226

Thank you for being a valued customer.

At Safeco, we partner with your agent to provide you with a broad portfolio of products, responsive customer service and options that are simple and convenient. Your Safeco Package is a comprehensive combination of convenience, savings and protection. And it's our priority to protect the things and people that matter most to you.

Enclosed are important documents about your policy renewal. If you have questions regarding your coverage or other products offered by Safeco, please contact your agent.

We appreciate your business and the trust you place in us to meet your insurance needs.

YOUR POLICY DETAILS:

Policy	Policy Number	Policy is Effective From To		Term Premium
AUTOMOBILE	Z4806041	02/15/2017	02/15/2018	\$2,465.70
If you pay in full or use the 2-pay plan				\$2,323.20
Discounts applied to this policy: Account, Anti-Theft, Advance Quoting, Accident Free, Violation Free, Coverage, Multi-Car, Preferred Payment Method				
Issued by: Safeco Insurance Company of America				
HOMEOWNERS	024656250	05/16/2016	05/16/2017	\$211.00
Discounts applied to this policy: Account Credit, Burglar Alarm Credit				
Issued by: Safeco Insurance Company of America				

THIS IS NOT A BILL. Please do not send payment now. You will be receiving a separate invoice statement(s) based on the payment schedule you selected. Thank you for selecting us to service your insurance needs.

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Disclosure to Safeco Policyholders Regarding Medical Payments

In most states, including those listed below, Safeco will pay or reimburse a Medical Provider's charge for medical treatment, medical service, medication or prosthesis covered by the Medical Payments or Personal Injury Protection coverage provided by your auto policy by paying (subject to applicable policy limits) the lowest of (a) the billed charge, (b) the 80th percentile charge indicated by the FAIRHealth medical-charge database for similar services in the same geographic area, (c) the amount authorized by a state mandated fee schedule or by another applicable law or regulation, or (d) the amount authorized by a written preferred-provider network or organization agreement to which the Medical Provider is a party. Safeco pays claims in this manner to comply with state regulations and policy language and to conserve insureds' limited PIP and MedPay benefits.

This disclosure applies to personal auto policies issued in Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, District of Columbia, Georgia, Idaho, Illinois, Indiana, Iowa, Kansas, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Mexico, North Carolina, North Dakota, Ohio, South Carolina, South Dakota, Tennessee, Texas, Vermont, Virginia, Wisconsin and Wyoming.

"Safeco" means Safeco Insurance Company of America, Safeco Insurance Company of Illinois, Safeco Insurance Company of Indiana, Safeco Insurance Company of Oregon, Safeco National Insurance Company, Safeco Surplus Lines Insurance Company, General Insurance Company of America, First National Insurance Company of America, American States Insurance Company, American States Preferred Insurance Company, and American Economy Insurance Company.

"Medical Provider" means any hospital, clinic, pharmacy, physician, physician's assistant, chiropractor, nurse, nurse practitioner, emergency medical technician, and/or any other person or entity who claims or claimed a right to payment for providing medical treatment, medical services, medication, or prosthesis for an injury covered by the Medical Payments or Personal Injury Protection coverage provided by your auto policy.

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Information about your Policy

Policy Number: Z4806041

ROBERT BEESON

QUINDA BEESON


CENTENNIAL CO 80015-3644

Like many insurance companies, Safeco Insurance considers many factors, including information based on your credit history, claims and auto characteristics to determine your premium. You have the option to request that we re-evaluate your auto insurance rate with up-to-date factors using the same factors prior to your next renewal effective date. Policy re-evaluation is limited to one request per calendar year and it may result in a quoted premium either higher or lower than your current premium. Any changes will be applied upon re-evaluation.

To submit a request, return this form to:

Safeco Insurance
Attn: UW Verification & Policy Support
P.O. Box 515097
Los Angeles, CA 90051-5097

or

Fax it to (877) 344-5107.

By returning this form, you request Safeco Insurance to re-evaluate your policy based on your current credit information.

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IMPORTANT NOTICE CHANGES TO YOUR AUTO POLICY

Enclosed with this renewal is an Amendatory Endorsement. Please read the endorsement along with the policy and Declarations for a complete understanding of your coverages. You should keep the Amendatory Endorsement with your policy.

In response to the trend of increased usage of private passenger vehicles in transportation network platforms, we have made the following changes to your auto policy:

- Added a definition for "transportation network platform".
- Revised the public or livery conveyance exclusions in the policy to clarify that the exclusion would also apply to transportation network services during any time the driver is logged into the transportation network platform as a driver.
- Introduced a related optional coverage endorsement for transportation network drivers. This provides coverage for the drivers logged into the transportation network platform up until the time the driver accepts a request through the transportation network to transport a passenger.

In addition, we revised the Property Damage Uninsured Motorists Coverage to clarify that we will pay the no more than the actual cash value minus the deductible listed on the Declarations page.

Please take the time to read the enclosed Amendatory Endorsement along with the policy thoroughly. If you have any questions, please contact the independent Safeco agent or broker listed on your Declarations.

No coverage is provided by this summary. If there is any conflict between the policy and this summary, the provisions of the policy, including any endorsements, shall prevail.

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Consumer Privacy Statement

Safeco appreciates the trust you place in us when you purchase insurance from one of our companies. We are committed to protecting your nonpublic personal information ("personal information") and we value you as a customer.

To learn more about how Safeco collects and uses your personal information, please read the following notice.

Safeco's sources of information about you

We collect personal information about you from different sources, including:

- The information you provide on applications or other forms (such as your name, address and Social Security number);
- Your transactions with us, our affiliates or others (such as your payment history and claims information);
- The information we receive from a consumer reporting agency or insurance support organization (such as your credit history, driving record or claims history); and
- Your independent insurance producer (such as updated information pertaining to your account).

Safeco's use of your personal information

We only disclose personal information about our customers and former customers as permitted by law. Generally, this includes sharing it with third parties to administer your transactions with us, service your insurance policy or claim, detect and prevent fraud, or with your authorization. These third parties may include independent insurance producers authorized to sell Safeco insurance products, independent contractors (such as automobile repair facilities and property inspectors), independent claims representatives, insurance support organizations, other insurers, auditors, attorneys, courts and government agencies. We may also disclose your personal information to other financial institutions with whom we have joint marketing agreements. When we disclose your information to these individuals or organizations, we require them to use it only for the reasons we gave it to them.

We may also share information about our transactions (such as payment history and products purchased) and experiences with you (such as claims made) within our Safeco family of companies.

Safeco does not sell your personal information to others and we do not provide your information to third parties for their own marketing purposes.

Independent Safeco Insurance Agents

The independent insurance agents authorized to sell Safeco products are not Safeco employees and not subject to Safeco's Privacy Policy. Because they have a unique business relationship with you, they may have additional personal information about you that Safeco does not have. They may use this information differently than Safeco. Contact your Safeco distributor to learn more about their privacy practices.

Information about Safeco's web site

If you have internet access and want more information about our web site specific privacy and security practices, click on the Privacy Policy link on www.safeco.com.

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Protecting your personal information from unauthorized access

We maintain physical, electronic and procedural safeguards to protect your personal information. Our employees are authorized to access customer information only for legitimate business purposes.

State Privacy Laws

This privacy statement may be supplemented by privacy laws in your state. We will protect your information in accordance with state law.

This Privacy Statement applies to the following members of the Safeco family of companies:

**American Economy Insurance Company
American States Insurance Company
American States Insurance Company of Texas
American States Lloyds Insurance Company
American States Preferred Insurance Company
First National Insurance Company of America
General Insurance Company of America
Insurance Company of Illinois
Liberty County Mutual Insurance Company
Safeco Insurance Company of America
Safeco Insurance Company of Illinois
Safeco Insurance Company of Indiana
Safeco Insurance Company of Oregon
Safeco Lloyds Insurance Company
Safeco National Insurance Company
Safeco Surplus Lines Insurance Company**

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POLICY NUMBER: Z4806041

SAFECO INSURANCE COMPANY OF AMERICA **AUTOMOBILE POLICY DECLARATIONS**

NAMED INSURED:

ROBERT BEESON
 QUINDA BEESON
 CENTENNIAL CO 80015-3644

RENEWAL

POLICY PERIOD FROM: FEB. 15 2017
TO: FEB. 15 2018

at 12:01 A.M. standard time at
 the address of the insured as
 stated herein.

AGENT:

BRIER PAYNE MEADE INSURANCE
 INC
 8717 W 110TH ST STE 420
 OVERLAND PARK KS 66210-2126

AGENT TELEPHONE:
 (913) 402-9576

RATED DRIVERS ROBERT BEESON, QUINDA BEESON

2011 BMW X5 XDRIVE50I 4 DOOR ID# 5UXZV8C54BL420651

2009 MERCEDES C300 4 MATIC 4 DOOR SEDAN ID# WDDGF81XX9R069168

Insurance is afforded only for the coverages for which limits of liability or premium charges are indicated.

COVERAGES	2011 BMW LIMITS	PREMIUMS	2009 MERZ LIMITS	PREMIUMS
LIABILITY:				
BODILY INJURY	\$100,000 Each Person \$300,000 Each Occurrence	\$ 170.90	\$100,000 Each Person \$300,000 Each Occurrence	\$ 180.80
PROPERTY DAMAGE	\$100,000 Each Occurrence	196.90	\$100,000 Each Occurrence	160.90
MEDICAL PAYMENTS	\$5,000	62.70	\$5,000	81.20
COMPREHENSIVE	Actual Cash Value Less \$500 Deductible	246.30	Actual Cash Value Less \$500 Deductible	232.30
COLLISION	Actual Cash Value Less \$500 Deductible	355.00	Actual Cash Value Less \$500 Deductible	326.00
ADDITIONAL COVERAGES:				
LOSS OF USE	\$35 Per Day/\$1050 Max	15.10	\$35 Per Day/\$1050 Max	12.40
ROADSIDE ASSIST		4.80		4.80
ENHANCED COVERAGE LEVEL		67.80		50.10
		TOTAL \$ 1,119.50		TOTAL \$ 1,048.50

UNINSURED/UNDERINSURED MOTORISTS**TOTAL EACH VEHICLE:**

2011 BMW \$ 297.70
 2009 MERZ \$ 1,119.50
 1,048.50

PREMIUM SUMMARY

VEHICLE COVERAGES
 DISCOUNTS & SAFECO SAFETY REWARDS
 POLICY COVERAGES

You saved \$568.40

PREMIUM
 \$ 2,168.00
 Included
 \$ 297.70

TOTAL 12 MONTH PREMIUM FOR ALL VEHICLES \$ 2,465.70

IF YOU PAY IN FULL OR USE THE 2-PAY PLAN THE PREMIUM WILL BE REDUCED TO \$ 2,323.20*

*This includes the available \$142.50 billing plan discount.

-CONTINUED-

P O BOX 515097, LOS ANGELES, CA 90051

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POLICY NUMBER: Z4806041

**SAFECO INSURANCE COMPANY OF AMERICA
AUTOMOBILE POLICY DECLARATIONS**

(CONTINUED)

You may pay your premium in full or in installments. There is no installment fee for the following billing plans: Full Pay. Installment fees for all other billing plans are listed below. If more than one policy is billed on the installment bill, only the highest fee is charged. The fee is:

\$2.00 per installment for recurring automatic deduction (EFT)
\$5.00 per installment for recurring credit card or debit card
\$5.00 per installment for all other payment methods

YOU SAVED \$568.40 BY QUALIFYING FOR THE FOLLOWING DISCOUNTS:

Account
Anti-Theft
Advance Quoting
Accident Free
Violation Free
Coverage
Multi-Car
Preferred Payment Method

YOUR POLICY INCLUDES UNINSURED/UNDERINSURED MOTORISTS BODILY INJURY COVERAGE WITH LIMITS OF \$100,000 PER PERSON/\$300,000 PER ACCIDENT. WE CHARGE ONE PREMIUM FOR THIS COVERAGE REGARDLESS OF THE NUMBER OF VEHICLES ON YOUR POLICY. YOUR PREMIUM IS \$297.70.

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Colorado Private Passenger Automobile Insurance Summary Disclosure Form**Personal Auto Policy**

This summary disclosure form is a basic guide to the major coverages and exclusions in your policy. It is only a general description. It is not a policy of any kind. All coverage is subject to the terms, conditions, and exclusions of your policy and all applicable endorsements.

PLEASE READ YOUR POLICY FOR COMPLETE DETAILS! THIS SUMMARY DISCLOSURE FORM SHALL NOT BE CONSTRUED TO REPLACE ANY PROVISION OF THE POLICY ITSELF.

Complete details include, but are not limited to, information on the method we use to calculate your unearned premium (e.g., pro rata or short rate), if you should cancel your policy midterm or before the next renewal. This summary disclosure form also provides the factors considered for cancellation, nonrenewal, and increase-in-premium. These factors are general in nature. They do not represent the only reasons a policy may be canceled or changed. Please contact us or your agent for further information.

I. REQUIRED COVERAGES

Colorado law requires you to have liability coverage on your automobile. This coverage pays bodily injury to another person and property damage to another's property that are the result of an accident in which you are found to be at fault.

Coverage is not provided for any automobile owned by you or a resident relative that is not insured for liability under your policy. There is no coverage for intentional acts.

Please read your policy for other conditions and exclusions.

II. OTHER COVERAGES**A. Uninsured and Underinsured Motorists Coverage**

Uninsured and underinsured motorist coverage will be included in your policy unless you reject it in writing.

Uninsured Motorist coverage pays for your bodily injury damages that are the result of a not at fault accident with an uninsured or hit and run driver.

Underinsured Motorist coverage pays for your bodily injury damages that are the result of a not at fault accident with an underinsured driver. A motorist is considered underinsured if his or her liability coverage is not enough to pay the full amount you are legally allowed to recover as damages.

Please read your policy for other conditions and exclusions.

Uninsured/Underinsured Motorists Coverage is provided with one limit applicable to the policy no matter how many vehicles are insured under the policy.

B. Physical Damage Coverage — Collision and Comprehensive

You must be offered collision coverage.

Collision coverage pays for damage to your own automobile when it collides with another automobile or object. It also pays if your automobile overturns.

Comprehensive coverage pays for damage to your automobile from causes such as fire, theft, vandalism, hail, and falling objects.

Collision and comprehensive coverages may be written with a deductible. A deductible is that part of a loss you will pay. We will pay for the balance of covered repairs subject to your policy provisions. A lender may require you to purchase both collision and comprehensive coverage.

Coverage does not apply to losses that occur while your automobile is rented or leased to others. There is no coverage for wear, tear, freezing, mechanical failure or breakdown, or road damage to tires.

Please read your policy for other conditions and exclusions.

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C. Medical Payments Coverage

Medical payments coverage of \$5,000 will be included in your policy unless you reject it. You may reject the coverage in writing or in the same method in which you applied for the policy.

Medical payments coverage is not required to be offered on motorcycles, low-power scooters, off-road vehicles or other miscellaneous vehicles.

Medical payments coverage pays for you and your passengers reasonable health care expenses incurred for bodily injury caused by an automobile accident.

If you are in an automobile accident, your medical payments coverage will pay before your health insurance coverage.

Medical payments coverage will apply toward health coverage coinsurance or deductible amounts.

We must prioritize the payment of your benefits in a manner consistent with Colorado insurance law.

Injuries to you that are the result of an at-fault accident will not be paid, under an automobile insurance policy, unless medical payments coverage is purchased.

Please read your policy for other conditions and exclusions.

D. Uninsured Motorist Property Damage Coverage

This coverage pays for damages to your automobile caused by an at-fault owner of an uninsured automobile.

This is an optional coverage you can request if you do not have collision coverage on your automobile.

This coverage will not apply if the automobiles do not make physical contact.

This coverage only pays actual cash value of your automobile or cost of repair or replacement, whichever is less.

Please read your policy for other conditions and exclusions.

III. CANCELLATION, NONRENEWAL AND INCREASE IN PREMIUM**A. Cancellation**

During the first 59 days we may cancel your policy for any reason not prohibited by law. After your policy has been in effect for more than 59 days, we may cancel your policy for any of the following reasons:

1. Nonpayment of premium; or
2. Knowingly making a false statement on your application for an automobile insurance; or
3. A driver's license suspension or revocation; or
4. Knowingly and willfully making a false material statement on a claim under the policy.

B. Nonrenewal

We may choose to nonrenew your policy. Some examples of reasons for nonrenewal include, but are not limited to:

1. An unacceptable number of traffic convictions;
2. An unacceptable number of at-fault accidents; or
3. Conviction of a major violation such as drunk driving or reckless driving.

C. Increase in Premium

We may increase your premium for the following reasons:

1. Change of garage location of the automobile;
2. Change of automobile(s) insured;
3. Addition of a driver;

4. Change in use of your automobile;
5. A general rate increase. This results from the loss experience of a large group of policyholders rather than from a single policyholder. A general rate increase applies to everyone in the group, not just those who had a loss.

The above list of reasons is not all inclusive. There may be other changes that result in an increased premium.

We may add a surcharge or remove an accident free discount because of an at-fault accident or traffic conviction. Under this circumstance you will receive a statutory right to protest this action.

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AMENDATORY ENDORSEMENT

The provisions of the Policy apply unless modified by the endorsement.

I. Definitions

The following definition is added:

"Transportation network platform" means an online-enabled application or digital network used to connect passengers with drivers using vehicles for the purpose of providing prearranged transportation services for compensation.

II. Part A — Liability Coverage

Exclusion A.5. is replaced by the following:

We do not provide Liability Coverage for:

5. Any **insured's** liability arising out of the ownership or operation of a vehicle while it is being used as a public or livery conveyance. This includes but is not limited to any period of time while it is being used by any person who is logged into a **transportation network platform** as a driver, whether or not a passenger is **occupying** the vehicle.

This exclusion (A.5.) does not apply to a share-the-expense car pool.

III. Part B — Medical Payments Coverage

Exclusion 2. is replaced by the following:

We do not provide Medical Payments Coverage for any **insured** for **bodily injury**:

2. Sustained while **occupying your covered auto** when it is being used as a public or livery conveyance. This includes but is not limited to any period of time while it is being used by any person who is logged into a **transportation network platform** as a driver, whether or not a passenger is **occupying** the vehicle.

This exclusion (2.) does not apply to a share-the-expense car pool.

IV. Part C — Uninsured/Underinsured Motorists Coverage

Exclusion A.2. is replaced by the following:

We do not provide Uninsured Motorists Coverage for **bodily injury** sustained by any **insured**:

2. While **occupying your covered auto** when it is being used as a public or livery conveyance. This includes but is not limited to any period of time while it is being used by any person who is logged into a **transportation network platform** as a driver, whether or not a passenger is **occupying** the vehicle.

This exclusion (2.) does not apply to a share-the-expense car pool.

V. Part D — Coverage For Damage To Your Auto

Exclusion 1. is replaced by the following:

We will not pay for:

1. Loss to **your covered auto** or any **non-owned auto** which occurs while it is being used as a public or livery conveyance. This includes but is not limited to any period of time while it is being used by any person who is logged into a **transportation network platform** as a driver, whether or not a passenger is **occupying** the vehicle.

This exclusion (1.) does not apply to a share-the expense car pool.

Limit of Liability

A.2.b.(3) is replaced by the following:

- (3) an estimate written based upon the prevailing competitive price. You agree with us that we may include in the estimate parts furnished by the original vehicle manufacturer or parts from other sources including non-original equipment manufacturers. The prevailing competitive

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price means prices charged by a majority of the repair market in the area where the vehicle is to be repaired as determined by us; or

VI. ADDITIONAL COVERAGES — Property Damage Uninsured Motorists Coverage

The following Exclusion is added:

We do not provide Uninsured Motorists Coverage for **property damage**:

7. When **your covered auto** is being used as a public or livery conveyance. This includes but is not limited to any period of time while it is being used by any person who is logged into a **transportation network platform** as a driver, whether or not a passenger is **occupying** the vehicle.

This exclusion (7.) does not apply to a share-the-expense car pool.

The **Deductibles** provision is deleted.

For **SA-2890/COEP Essential Auto Policy**, the **Limit of Liability** provision is replaced by the following:

LIMIT OF LIABILITY

- A. At our option, our limit of liability for loss will be the lowest of:
 1. The actual cash value of **your covered auto**;
 2.
 - a. The amount necessary to repair or replace the property;
 - b. Determination of the cost of repair or replacement will be based upon one of the following:
 - (1) the cost of repair or replacement agreed upon by you and us;
 - (2) a competitive bid approved by us; or
 - (3) an estimate written based upon the prevailing competitive price. You agree with us that we may include in the estimate parts furnished by the original vehicle manufacturer or parts from other sources including non-original equipment manufacturers. The prevailing competitive price means prices charged by a majority of the repair market in the area where the vehicle is to be repaired as determined by us.

This is the most we will pay, regardless of the number of:

1. Claims made;
 2. Vehicles or premiums shown in the Declarations; or
 3. Vehicles involved in the accident.
- B. An adjustment for depreciation and physical condition may be made based upon the physical condition and wear and tear of **your covered auto** at the time of the loss. This adjustment for physical condition includes but is not limited to, broken, cracked or missing parts, rust, dents, scrapes, gouges and paint condition. When replacing parts normally subject to repair or replacement during the useful life of the vehicle, we will not pay for the amount of the any betterment.
 - C. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of persons or organizations who may be legally responsible.
 - D. Any amounts otherwise payable for damages under this coverage shall be reduced by the amount of the deductible applicable to **your covered auto**, if any, indicated in the Declarations for this coverage.

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SAFECO ENHANCED™ COVERAGE LEVEL

Congratulations! You have purchased one of our finest auto coverage levels available — the Safeco Enhanced coverage level. With Safeco Enhanced, you receive more coverage, higher limits and better benefits than with our basic policy.

Below are just some of the great features and benefits you receive with Safeco Enhanced. Safeco's Enhanced coverage level provides you even more benefits and coverage that are not listed here. Read the policy and endorsement in this packet to learn more about the coverages and benefits you're receiving.

Features**Benefits****Accident Forgiveness**

After six consecutive years without an at-fault accident or violation, your premium will not increase if you have an at-fault accident.

Auto Theft Transportation

If your vehicle is stolen, we pay up to \$25 a day to a maximum benefit of \$750 to cover your transportation expenses.

Audio/Visual Equipment

We cover audio/visual equipment such as a stereo or DVD player permanently installed by the manufacturer or manufacturers' dealership. We will pay up to \$1,000 if the equipment was installed by someone else.

Customized Equipment

We provide up to \$1,000 for permanently installed customized equipment such as new wheel rims.

Loss of Earnings

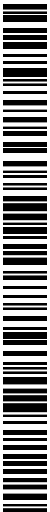
We will pay you up to \$250 a day if you have to miss work in order to attend a trial or a court hearing at our request.

Bail Bonds

We will pay up to \$1,000 for the cost of a bail bond required due to an accident.

If you have any questions about your policy, please feel free to contact your independent Safeco agent.

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No coverage is provided by this summary. If there is any conflict between the policy and this summary, the provisions of the policy, including any endorsements, shall prevail.

ENHANCED LEVEL ENDORSEMENT

It is agreed that the Essential Personal Auto Policy is amended as follows:

PART A — LIABILITY COVERAGE

If the Declaration indicates that Part A — Liability Coverage applies, then the following applies:

SUPPLEMENTARY PAYMENTS

Item 1. is amended to increase the \$250 to \$1,000.

Item 3. is amended to increase the \$200 a day to \$250 a day.

PART D — COVERAGE FOR DAMAGE TO YOUR AUTO

The following items apply in the event of a covered collision or comprehensive loss:

TRANSPORTATION EXPENSES

B.1. is replaced by the following:

1. Up to \$25 per day, to a maximum of \$750; or

EXCLUSIONS

Exclusion 7. is amended by increasing the \$500 to \$1,000.

Exclusion 19. is amended by increasing the \$500 to \$1,000.

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COLORADO ESSENTIAL PERSONAL AUTO POLICY

SAFECO INSURANCE COMPANY OF AMERICA
Home Office: 62 Maple Avenue, Keene, New Hampshire 03431

(A stock insurance company.)

READY REFERENCE TO YOUR AUTO POLICY

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ADDITIONAL COVERAGES CONTINUED

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AGREEMENT

In return:

1. For your payment of all premiums; and
2. Relying upon the statements in the application;

we agree to insure you subject to the terms conditions and limitations of this policy. We will insure you for the coverages and limits shown on the Declarations.

Your policy consists of:

1. The policy contract;
 2. Declarations; and
 3. Endorsements that apply to the policy.
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DEFINITIONS

A. Throughout this policy, "you" and "your" refer to:

1. The "named insured" shown in the Declarations;
2. The spouse if a resident of the same household;
3. The civil partner, if:
 - a. a resident of the same household; and
 - b. licensed and certified by the state; or
4. The **domestic partner**, if a resident of the same household;

"Domestic partner" means:

A person permanently living with you who:

- a. is at least 18 years of age and able to contract;
- b. is not a relative; and
- c. shares with you the responsibility for each other's welfare, which includes:
 - (1) sharing in the maintenance of the household; or
 - (2) having joint financial obligations, resources, or assets; or
 - (3) you have made a declaration of domestic partnership or similar declaration with:
 - (a) an employer; or
 - (b) government entity.

Domestic partner does not include:

- a. more than one person;
- b. a roommate, whether sharing expenses equally or not; or
- c. one who pays rent to the named insured.

B. "We," "us" and "our" refer to the Company, providing this insurance.

C. For purposes of this policy, a private passenger auto shall be deemed to be owned by a person if leased:

1. Under a written agreement to that person; and
2. For a continuous period of at least six months.

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D. **"Minimum limits"** refers to the following limits of liability required by Colorado law to be provided under a policy of automobile liability insurance:

1. \$25,000 for each person, subject to \$50,000 for each accident for **bodily injury**;
2. \$15,000 for each accident for **property damage**.

Other words and phrases are defined. They are in bold type when used.

E. **"Auto business"** means a business where the purpose is to:

1. Sell;
2. Lease;
3. Repair;
4. Service;
5. Store; or
6. Park;

land motor vehicles or **trailers**.

F. **"Bodily Injury"** means:

1. Bodily harm;
2. Sickness; or
3. Disease;

including death that results.

G. **"Business"** includes:

1. Trade;
2. Profession; or
3. Occupation.

H. **"Diminution in value"** means the actual or perceived loss in market or resale value which results from a direct and accidental loss.

I. **"Family member"** means a person related to you by:

1. Blood;
2. Marriage;
3. Civil union;
4. Domestic partnership; or
5. Adoption

who is a resident of your household, even if temporarily living elsewhere. This includes a ward or foster child who is a resident of your household, even if temporarily living elsewhere.

J. **"Fungi"** means any type or form of fungus, including:

1. Yeast;
2. Mold or mildew;
3. Blight or mushroom; and
4. Any mycotoxins, spore, or scents; or
5. Other substances, products or byproducts produced, released by or arising out of **fungi**, including:
 - a. growth;
 - b. proliferation; or
 - c. spread of **fungi**; or

d. the current or past presence of **fungi**.

However, this definition does not include any **fungi** intended by the **insured** for consumption.

K. "**Occupying**" means:

1. In;
2. Upon; or
3. Getting in, on, out or off.

L. "**Property damage**" means physical injury or destruction of tangible property including loss of use.

M. "**Punitive or exemplary damages**" include damages which are awarded to:

1. Punish or deter wrongful conduct;
2. Set an example;
3. Fine, penalize or impose a statutory penalty; and
4. Damages which are awarded for any purpose other than as compensatory damages for:
 - a. **bodily injury**; or
 - b. **property damage**.

N. "**Temporary substitute vehicle**" means a vehicle used during time **your covered auto** is out of normal use because of its:

1. Breakdown;
2. Repair;
3. Servicing;
4. Loss; or
5. Destruction.

O. "**Trailer**" means a vehicle designed to be pulled by a:

1. Private passenger auto; or
2. Pickup, van or motor home.

It also means a:

1. Recreational camping vehicle;
2. Farm wagon; or
3. Farm implement;

while towed by a vehicle listed in O.1. or O.2. above.

P. "**Your covered auto**" means:

1. Any vehicle shown in the Declarations.
2. a. Any vehicle, on the date you become the owner. Coverage is subject to the conditions under P.2.b. below.

The vehicle must be one of the following:

- (1) a private passenger auto;
- (2) a pickup or van that:

(a) has a Gross Vehicle Weight Rating of 12,000 lbs or less; and

(b) is not used to deliver or transport goods and materials unless such use is:

- i. incidental to your **business** of installing, maintaining or repairing furnishings or equipment; or
- ii. for farming or ranching; or

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(3) a motor home or **trailer**.

b. The vehicle is subject to the following conditions:

(1) If the vehicle replaces one shown in the Declarations, the vehicle will have the same coverage as the vehicle it replaced.

This does not apply to coverage under Part D — Coverage for Damage to Your Auto.

This provision applies only if there is no other insurance policy that provides coverage for that replacement vehicle.

Part D — Coverage for Damage to Your Auto shall apply for the first 30 days after you acquire the vehicle, including the date of acquisition, only to the extent Part D — Coverage for Damage to Your Auto applied to the vehicle being replaced. You must notify us within 30 days after you acquire the replacement vehicle for Part D — Coverage for Damage to Your Auto to continue.

(2) For any vehicle that is in addition to any shown in the Declarations, coverage shall apply for the first 30 days after you acquire the vehicle. These 30 days of coverage includes the day you acquire the vehicle.

Coverage shall be the broadest coverage we provide for any vehicle shown in the Declarations.

This coverage applies only if:

(a) you acquire the vehicle during the policy period shown on the Declarations; and

(b) there is no other insurance policy that provides coverage for that vehicle.

If you wish to add or continue coverage you must ask us to insure the additional vehicle within 30 days after you acquire the vehicle. These 30 days of coverage includes the day you acquire the vehicle.

(3) Collision Coverage for a newly acquired vehicle begins on the date that you acquire the vehicle. However, if the Declarations does not indicate that Collision Coverage applies to at least one vehicle, you must ask us to insure the vehicle within 4 days after you acquire it.

If a loss occurs during the 4 days after you acquire the vehicle but before you asked us to insure the vehicle, a \$500 collision deductible will apply.

(4) Comprehensive Coverage for a vehicle begins on the date that you acquire the vehicle. However, if Comprehensive Coverage does not apply to at least one vehicle, you must ask us to insure the vehicle within 4 days after you acquire it.

If a loss occurs during the 4 days after you acquire the vehicle but before you asked us to insure the vehicle, a \$500 comprehensive deductible will apply.

3. Any auto or **trailer** you do not own while used as a **temporary substitute vehicle** described in this definition.

This provision (P.3.) does not apply to Coverage for Damage to Your Auto.

PART A — LIABILITY COVERAGE

INSURING AGREEMENT

A. We will pay damages for:

1. **bodily injury**; or

2. **property damage**;

for which any **insured** becomes legally liable because of an auto accident.

We will settle or defend, as we consider appropriate, any claim or suit asking for these damages. We will pay all defense costs we incur. Payment for defense costs is in addition to our limit of liability.

Our duty to settle or defend ends when our limit of liability for this coverage has been exhausted. We have no duty to defend any suit or settle any claim for:

1. **bodily injury**; or
2. **property damage**;

not covered under this policy.

B. "Insured" as used in this Part means:

1. You or any **family member** for the ownership, maintenance or use of any auto or **trailer**.
2. Any person using **your covered auto** with your express or implied permission. The actual use must be within the scope of that permission.
3. For **your covered auto**, any person or organization but only for legal liability for acts or omissions of a person covered under **B.1.** and **B.2.** above.
4. For any auto or **trailer**, other than **your covered auto**, any other person or organization. This person or organization is covered but only for legal liability for acts or omissions of:
 - a. you; or
 - b. any **family member**;
 covered under this Part A.

This provision applies only if the person or organization does not own or hire the auto or **trailer**.

INTEREST ON JUDGMENTS

We will pay interest on judgments subject to all of the following:

1. Any:
 - a. notice;
 - b. demand;
 - c. summons;
 - d. judgment; or
 - e. any process;
 has been promptly forwarded to us as required by the policy conditions.
2. We accept the defense or agree to the judgment.
3. We will pay the interest on that part of the judgment that is covered and does not exceed our applicable limit of liability.
4. We will pay interest that accrues after entry of judgment and before we pay, tender, or deposit in court.
5. If we appeal the judgment, we will pay interest on the entire judgment.
6. Post-judgment interest is in addition to the applicable limit of liability.
7. We will pay prejudgment interest when it is required. Prejudgment interest is not an additional amount of insurance.

SUPPLEMENTARY PAYMENTS

We will pay on behalf of an **insured**:

1. Up to \$250 for the cost of bail bonds required because of an accident, including related traffic law violations. The accident must result in:
 - a. **bodily injury**; or
 - b. **property damage**;
 covered under this policy.

We are not obligated to apply for or furnish such bonds.

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2. Premiums on:
 - a. appeal bonds; and
 - b. bonds to release attachments;
 in any suit we defend.
3. Up to \$200 a day for loss of earnings, but not other income, for attendance at:
 - a. hearings; or
 - b. trials;
 at our request.
4. Other reasonable expenses incurred at our request.
5. All expenses incurred by an **insured** for first aid to others at the time of the accident, not to exceed \$10,000.

EXCLUSIONS

A. We do not provide Liability Coverage for:

1. Any **insured** who intentionally causes:
 - a. **bodily injury**; or
 - b. **property damage**.
 This exclusion applies even if the **bodily injury** or **property damage** is:
 - a. of a different kind or degree than expected or intended; or
 - b. is sustained by a different person or persons than expected or intended.
2. **Property damage** to property:
 - a. owned; or
 - b. being transported by;
 any **insured**.
3. **Property damage** to property:
 - a. rented to;
 - b. used by; or
 - c. in the care of;
 any **insured**.

This exclusion does not apply to **property damage** to a residence or private garage.

4. **Bodily injury** to an employee of any **insured** during the course of employment.

This exclusion does not apply to a domestic employee unless workers' compensation benefits are:

 - a. required; or
 - b. available;
 for that domestic employee.
5. Any **insured's** liability arising out of the:
 - a. ownership; or
 - b. operation
 of a vehicle while it is being used as a public or livery conveyance.

This exclusion does not apply to a share-the-expense car pool.

6. Any **insured** using any vehicle while employed in the pickup or delivery of:

- a. newspapers or magazines;
- b. food; or
- c. any products;

for compensation.

This exclusion does not apply to delivery that is incidental to an **insured's business**.

7. a. Any **insured** while employed or otherwise engaged in the **auto business**. This includes road testing and delivery.

b. This exclusion does not apply to the:

- (1) ownership;
- (2) maintenance; or
- (3) use;

of your covered auto by:

- (1) you;
- (2) any **family member**; or
- (3) any partner, agent or employee of you or any **family member**.

8. Any **insured** maintaining or using any vehicle while:

- a. employed; or
- b. engaged in;

any **business** (other than farming or ranching) not described in exclusions **A.6.** or **A.7.**

This exclusion does not apply to the maintenance or use of a:

- a. private passenger auto;
- b. pickup, motorhome or van that:
 - (1) you own; or
 - (2) you do not own while used as a **temporary substitute vehicle**;
- c. **trailer** used with a vehicle described in **A.8.a.** or **A.8.b.** above.

9. Any **insured** using a vehicle:

- a. without the express or implied permission of the owner or other person having lawful possession; or
- b. beyond the scope of the permission granted.

However this exclusion does not apply to a **family member** using your covered auto.

10. a. **Bodily injury or property damage** for which any **insured**:

- (1) is an **insured** under a nuclear energy liability policy; or
- (2) would be an **insured** under a nuclear energy liability policy but for its termination upon exhaustion of its limit of liability.

b. A nuclear energy liability policy is a policy issued by any of the following or their successors:

- (1) Nuclear Energy Liability Insurance Association;
- (2) Mutual Atomic Energy Liability Underwriters; or
- (3) Nuclear Insurance Association of Canada.

11. **Punitive or exemplary damages** awarded against any **insured**.

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12. Bodily injury to:

- a. you; or
- b. any **family member**.

This exclusion does not apply if the person liable for the **bodily injury** is not:

- a. you; or
- b. any **family member**.

13. Bodily injury or property damage arising out of the use of **your covered auto** while:

- a. leased; or
- b. rented to others.

However, this exclusion does not apply to the operation of **your covered auto** by:

- a. you; or
- b. a **family member**.

14. Bodily injury or property damage arising out of a:

- a. criminal act; or
- b. omission of the **insured**.

This exclusion applies regardless of whether that **insured** is actually:

- a. charged with; or
- b. convicted of;
a crime.

However, this exclusion does not apply to traffic violations.

B. We do not provide Liability Coverage for the ownership, maintenance or use of:

1. a. Any vehicle which:

- (1) has fewer than four wheels;
- (2) is designed mainly for use off public roads; or
- (3) is a vehicle not licensed for use on public roads.

b. This exclusion does not apply:

- (1) while such vehicle is being used by an **insured** in a medical emergency; or
- (2) to any **trailer**.

2. Any vehicle, other than **your covered auto, which is:**

- a. owned by you; or
- b. furnished or available for your regular use.

3. a. Any vehicle, other than **your covered auto, which is:**

- (1) owned by:
 - (a) any **family member**; or
 - (b) other person who resides with you; or
- (2) furnished or available for the regular use of:
 - (a) any **family member**; or
 - (b) other person who resides with you.

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- b. However, this exclusion does not apply to you while you are maintaining or **occupying** any vehicle which is:
- (1) owned by:
 - (a) a **family member**; or
 - (b) other person who resides with you; or
 - (2) furnished or available for the regular use of a **family member** or other person who resides with you.
4. Any vehicle while it is:
- a. operating on a surface designed or used for racing, except for an organized and controlled event that is not a:
 - (1) speed;
 - (2) performance;
 - (3) stunt; or
 - (4) demolition event;
 - b. participating in a:
 - (1) high performance driving course or school; or
 - (2) racing instruction course or school; or
 - c. preparing for, practicing for, used in, or competing in any prearranged or organized:
 - (1) race activity; or
 - (2) speed, performance, stunt, or demolition contest or exhibition.

LIMIT OF LIABILITY

A. If the Declarations indicates "per person"/"per accident" coverage applies:

The limit of liability as shown in the Declarations for "each person" for Bodily Injury Liability is the most we will pay for all damages. This includes damages for care and loss of services (including loss of consortium and wrongful death), arising out of **bodily injury** sustained by any one person in any one auto accident.

Subject to this limit for "each person," the limit of liability shown in the Declarations for "each accident" for Bodily Injury Liability is the most we will pay for all damages for **bodily injury** resulting from any one auto accident.

The limit of liability shown in the Declarations for each accident for Property Damage Liability is the most we will pay for all **property damage** resulting from any one accident.

This is the most we will pay regardless of the number of:

- 1. **Insureds**;
- 2. Claims made;
- 3. Vehicles or premiums shown in the Declarations; or
- 4. Vehicles involved in the auto accident.

B. If the Declarations indicate **Combined Single Limit** applies, Paragraph **A.** above is replaced by the following:

The limit of liability shown in the Declarations for this coverage is the most we will pay for all damages resulting from any one auto accident.

This is the most we will pay regardless of the number of:

- 1. **Insureds**;
- 2. Claims made;
- 3. Vehicles or premiums shown in the Declarations; or

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4. Vehicles involved in the auto accident.

We will apply the limit of liability to provide any separate **minimum limits** required by law for:

1. **Bodily injury**; and
2. **Property damage** liability.

However, this provision will not change our total limit of liability.

- C. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part B or Part C of this policy.
- D. A vehicle and attached **trailer** are considered one vehicle. The limits of liability will not *increase* for an accident involving a vehicle which has an attached **trailer**.

OUT OF STATE COVERAGE

If an auto accident occurs in any state or province other than the one in which **your covered auto** is principally garaged, we will interpret your policy for that accident as follows:

- A. If the state or province has:
 1. A financial responsibility or similar law with limits of liability for **bodily injury** or **property damage** higher than the limits shown in the Declarations, your policy will provide the higher specified limit.
 2. A compulsory insurance or similar law requiring a nonresident to maintain insurance whenever the nonresident uses a vehicle in that state or province, your policy will provide at least the required minimum limits and types of coverage.
- B. No one will be entitled to duplicate payments for the same elements of loss.

FINANCIAL RESPONSIBILITY

When this policy is certified as future proof of financial responsibility, this policy shall comply with the law to the extent required.

The **insured** must reimburse us if we make a payment that we would not have made if this policy was not certified as proof of financial responsibility.

OTHER INSURANCE

If there is other liability insurance that applies:

1. Any insurance we provide for a vehicle you do not own shall be **excess** over any other collectible insurance.
2. The loss will be paid as follows:
 - a. all policies that apply will pay on an equal basis with all other policies providing coverage on the same level of priority, either primary or excess, until the policy with the lowest limit of liability is exhausted.
 - b. if any loss remains and there:
 - (1) are two or more remaining policies whose limits of liability apply and have not been exhausted, then such policies will continue to pay as described in Paragraph 2.a.
 - (2) is one policy remaining, then such policy will continue to pay until its limit of liability has been exhausted.

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PART B — MEDICAL PAYMENTS COVERAGE

INSURING AGREEMENT

- A. We will pay **usual and customary charges** incurred for reasonable and necessary medical and funeral expenses because of **bodily injury**:
 1. Caused by accident; and
 2. Sustained by an **insured**.

We will pay only those expenses incurred for services rendered within three 3 years from the date of the accident.

We have a right to review medical expenses and services to determine if they are reasonable and necessary for the **bodily injury**.

B. "Insured" as used in this Part means:

1. You or any **family member**:
 - a. while **occupying**, maintaining or using; or
 - b. as a pedestrian or bicyclist when struck by; a **motor vehicle** designed for use mainly on public roads or a trailer of any type.
2. Any other person while:
 - a. **occupying**;
 - b. maintaining; or
 - c. using **your covered auto** with your express or implied permission. The actual use must be within the scope of that permission.
3. Any other person while **occupying**, as a guest, a vehicle not owned by:
 - a. you; or
 - b. a **family member**;
 while being operated by:
 - a. you; or
 - b. a **family member**.

C. "Usual and customary charges" as used in this Part mean:

Any amount we determine represents a standard charge for services in the local area where the service is provided. To decide if a charge is customary, we may review outside sources of our choice, including, but not limited to:

1. Licensed, certified or registered health care professionals;
2. Medical examinations;
3. Medical file reviews;
4. Medical bill review services; or
5. Computerized data bases.

The **insured** shall not be responsible for payment of any reduction applied by us. If a medical provider disputes an amount paid by us, we will be responsible for resolving such disputes.

EXCLUSIONS

We do not provide Medical Payments Coverage for any **insured** for **bodily injury**:

1. Sustained while **occupying** any motorized vehicle having fewer than four wheels.
2. Sustained while **occupying your covered auto** when it is being used as a public or livery conveyance. This exclusion does not apply to a share-the-expense car pool.
3. Sustained while **occupying** any vehicle while employed in the pickup or delivery of:
 - a. newspapers or magazines;
 - b. food; or
 - c. any products;
 for compensation.

This exclusion does not apply to delivery that is incidental to an **insured's business**.

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4. Sustained while **occupying** any vehicle located for use as a residence or premises.
5. Occurring during the course of employment if workers' compensation benefits are required or available for the **bodily injury**.
6. Sustained while **occupying**, or when struck by, any vehicle (other than **your covered auto**) which is:
 - a. owned by you; or
 - b. furnished or available for your regular use.
7. Sustained while **occupying**, or when struck by, any vehicle (other than **your covered auto**) which is:
 - a. owned by:
 - (1) any **family member**; or
 - (2) other person; who resides with you; or
 - b. furnished or available for the regular use of:
 - (1) any **family member**; or
 - (2) other person; who resides with you.

However, this exclusion does not apply to you.

8. Sustained while **occupying** a vehicle:
 - a. without the express or implied permission of the owner or other person having lawful possession; or
 - b. beyond the scope of the permission granted.

However this exclusion does not apply to a **family member** using **your covered auto**.

9. Sustained while **occupying** a vehicle when it is being used in the **business** of an **insured**.

This exclusion does not apply to **bodily injury** sustained while **occupying** a:

- a. private passenger auto;
- b. pickup, van or motor home that you own; or
- c. **trailer** used with a vehicle described in **a.** or **b.** above.

10. Caused by or as a consequence of:

- a. discharge of a nuclear weapon;
- b. war (declared or undeclared);
- c. insurrection; or
- d. rebellion or revolution.

11. From or as a consequence of the following, whether controlled or uncontrolled:

- a. nuclear reaction;
- b. radiation; or
- c. radioactive contamination.

12. Sustained while **occupying** any vehicle while it is:

- a. operating on a surface designed or used for racing, except for an organized and controlled event that is not a:
 - (1) speed;
 - (2) performance;
 - (3) stunt; or

- (4) demolition event;
- b. participating in a:
 - (1) high performance driving course or school; or
 - (2) racing instruction course or school; or
- c. preparing for, practicing for, used in, or competing in any prearranged or organized:
 - (1) race activity; or
 - (2) speed, performance, stunt, or demolition contest or exhibition.

13. Caused by the:

- a. actual;
- b. alleged; or
- c. threatened

presence, growth, proliferation or spread of fungi or bacteria.

LIMIT OF LIABILITY

A. The limit of liability shown in the Declarations for this coverage is the most we will pay for each person injured in any one accident. This is the most we will pay regardless of the number of:

- 1. Insureds;
- 2. Claims made;
- 3. Vehicles or premiums shown in the Declarations; or
- 4. Vehicles involved in the accident.

B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part C of this policy.

OTHER INSURANCE

If there is other auto medical payments insurance that applies:

- 1. Any insurance we provide for a vehicle you do not own shall be excess over any other collectible auto insurance providing payments for medical or funeral expenses.
- 2. The loss will be paid as follows:
 - a. all policies that apply will pay on an equal basis with all other policies providing coverage on the same level of priority, either primary or excess, until the policy with the lowest limit of liability is exhausted.
 - b. if any loss remains and there:
 - (1) are two or more remaining policies whose limits of liability apply and have not been exhausted, then such policies will continue to pay as described in Paragraph 2.a.
 - (2) is one policy remaining, then such policy will continue to pay until its limit of liability has been exhausted.

ASSIGNMENT OF PAYMENTS OF COVERED EXPENSES

A. An insured may assign, in writing, payments of expenses for services provided to the insured that are covered under Part B of this policy to:

- 1. A licensed hospital or other licensed health care provider as defined in COLO. REV. STAT. SECTION 10-4-601;
- 2. An occupational therapist as defined in COLO. REV. STAT. SECTION 12-40.5-103; or
- 3. A massage therapist as defined in COLO. REV. STAT. SECTION 12-35.5-103.

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- B. If an **insured** assigns such payments, we will pay expenses for service covered under Part B directly to the licensed hospital or other:
1. Licensed health care provider;
 2. Occupational therapist; or
 3. Massage therapist.

PART C — UNINSURED/UNDERINSURED MOTORISTS COVERAGE

INSURING AGREEMENT

- A. We will pay damages which an **insured** is legally entitled to recover from the owner or operator of an:

1. **Uninsured motor vehicle**; or
2. **Underinsured motor vehicle**;

because of **bodily injury**:

1. Sustained by that **insured**; and
2. Caused by an accident.

The owner's or operator's liability for these damages must arise out of the:

1. Ownership;
2. Maintenance; or
3. Use;

of the **uninsured motor vehicle** or **underinsured motor vehicle**.

We will pay damages caused by an accident with an **underinsured motor vehicle** only if 1. or 2. below applies:

1. The limits of liability under any applicable bodily injury liability bonds or policies have been exhausted by payment of judgments or settlements; or
2. A tentative settlement has been made between an **insured** and the insurer of the **underinsured motor vehicle** and we:
 - a. have been given prompt written notice of such tentative settlement; and
 - b. advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification.

- B. "**Insured**" as used in this Part means:

1. You or any **family member**.
2. Any Rated Driver shown on the Declarations other than you or a **family member**.
3. Any other person **occupying** or using **your covered auto** with your express or implied permission. The actual use must be within the scope of that permission.
4. Any person entitled to recover damages because of **bodily injury** to which this coverage applies sustained by a person described in B.1., B.2., or B.3. above.

- C. "**Underinsured motor vehicle**" means a land motor vehicle, the ownership, maintenance or use of which is insured or bonded for **bodily injury** at the time of the accident but the amount paid is not enough to pay the full amount the **insured** is legally entitled to recover as damages.

However, "**underinsured motor vehicle**" does not include any vehicle or equipment:

1. Which is an **uninsured motor vehicle**;
2. Owned by or furnished or available for the regular use of:
 - a. you;

- b. any **family member**; or
- c. any other rated driver shown on the Declarations;

unless:

- a. it is a vehicle to which Part **A** of this policy applies; and
 - b. liability coverage is excluded for damages sustained in an accident.
3. Owned or operated by a self-insurer under any applicable motor vehicle law.
This does not apply to a self-insurer which is or becomes insolvent.
 4. Owned by any governmental unit or agency.
 5. Operated on rails or crawler treads.
 6. Designed mainly for use off public roads while not upon public roads.
 7. While located for use as a residence or premises.

D. “**Uninsured motor vehicle**” means a land motor vehicle or trailer of any type:

1. To which no bodily injury liability bond or policy applies at the time of the accident.
2. To which a bodily injury liability bond or policy applies at the time of the accident if its limit for bodily injury liability is less than the **minimum limits** for bodily injury liability.
3. Which is a hit-and-run vehicle:
 - a. whose operator or owner cannot be identified; and
 - b. which hits or which causes an accident resulting in **bodily injury** without hitting:
 - (1) you, any **family member** or any other rated driver shown on the Declarations;
 - (2) a vehicle which:
 - (a) you;
 - (b) any **family member**; or
 - (c) any other rated driver shown on the Declarations
are **occupying**; or
 - (3) **your covered auto**.

If there is no physical contact with the hit-and-run vehicle the facts of the accident must be proved. We will only accept clear and convincing evidence. The evidence must consist of more than the **insured's** testimony.

4. To which a bodily injury liability bond or policy applies at the time of the accident, but the bonding or insuring company:
 - a. denies coverage; or
 - b. is or becomes insolvent.

However, “**uninsured motor vehicle**” does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of:
 - a. you;
 - b. any **family member**; or
 - c. any other rated driver shown on the Declarations;
 unless:
 - a. it is a vehicle to which Part **A** of this policy applies; and
 - b. liability coverage is excluded for damages sustained in an accident.
2. Owned or operated by a self-insurer under any applicable motor vehicle law.

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This does not apply to a self-insurer which is or becomes insolvent.

3. Owned by any governmental unit or agency.
4. Operated on rails or crawler treads.
5. Designed mainly for use off public roads while not on public roads.
6. While located for use as a residence or premises.

EXCLUSIONS

A. We do not provide Uninsured/Underinsured Motorists Coverage for **bodily injury sustained by any **insured**:**

1. If that **insured** or the legal representative settles the **bodily injury** claim without our consent.
2. While **occupying your covered auto** when it is being used as a public or livery conveyance.

This exclusion does not apply to a share-the-expense car pool.

3. While using any vehicle while employed in the pickup or delivery of:

- a. newspapers or magazines;
- b. food; or
- c. any products;

for compensation.

This exclusion does not apply to delivery that is incidental to an **insured's business**.

4. While using a vehicle:

- a. without the express or implied permission of:
 - (1) the owner; or
 - (2) other person having lawful possession, or
- b. beyond the scope of the permission granted.

However, this exclusion does not apply to:

- a. you;
 - b. any **family member**; or
 - c. any other rated driver shown on the Declarations;
- using **your covered auto**.

5. While using any vehicle while it is:

- a. operating on a surface designed or used for racing, except for an organized and controlled event that is not a:
 - (1) speed;
 - (2) performance;
 - (3) stunt; or
 - (4) demolition event;
- b. participating in a:
 - (1) high performance driving course or school; or
 - (2) racing instruction course or school; or
- c. preparing for, practicing for, used in, or competing in any prearranged or organized:
 - (1) race activity; or
 - (2) speed, performance, stunt, or demolition contest or exhibition.

- B. This coverage shall not apply directly or indirectly to benefit any insurer or self-insurer under any of the following or similar law:
1. Workers compensation law; or
 2. Disability benefits law.
- C. We do not provide Uninsured/Underinsured Motorists Coverage for **punitive or exemplary damages**.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for "each person" for Uninsured/Underinsured Motorists Coverage is the most we will pay for all damages. This includes damages for care and loss of services (including loss of consortium and wrongful death), arising out of **bodily injury** sustained by any one person in any one auto accident.

Subject to this limit for "each person", the limit of liability shown in the Declarations for "each accident" for Uninsured/Underinsured Motorists Coverage is the most we will pay for all damages for **bodily injury** resulting from any one auto accident.

This is the most we will pay regardless of the number of:

1. **Insureds**;
2. Claims made;
3. Vehicles shown in the Declarations; or
4. Vehicles involved in the accident.

The limit of liability for two or more motor vehicles or two or more policies issued to you by us shall not be:

1. Added together;
2. Combined; or
3. Stacked;

to determine the limit of insurance coverage available to the injured persons. This does not apply if there is a premium for Uninsured/Underinsured Motorists Coverage shown on each policy.

- B. No one will be entitled to receive duplicate payments for the same elements of loss under this coverage and Part A or Part B of this policy.
- C. We will not make a duplicate payment under this coverage for any element of loss for which payment has been made by or on behalf of:
1. Persons; or
 2. Organizations;
- who may be legally responsible.

- D. We will not pay for any element of loss if a person is entitled to receive payment for the same element of loss under any of the following or similar law:
1. Workers compensation law; or
 2. Disability benefits or occupational disease laws.
- E. A vehicle and attached **trailer** are considered one vehicle. The limits of liability will not increase for an accident involving a vehicle which has an attached **trailer**.

OTHER INSURANCE

- A. If there is other insurance available under one or more policies or provisions of coverage that is similar to the insurance provided under this Part of the policy:
1. Any insurance we provide with respect to a vehicle you do not own, including any vehicle while used as a **temporary substitute vehicle** for your **covered auto**, shall be excess over any collectible insurance.

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2. The loss will be paid as follows:

- a. all policies that apply will pay on an equal basis with all other policies providing coverage on the same level of priority, either primary or excess, until the policy with the lowest limit of liability is exhausted.
- b. if any loss remains and there:
 - (1) are two or more remaining policies whose limits of liability apply and have not been exhausted, then such policies will continue to pay as described in Paragraph 2.a.
 - (2) is one policy remaining, then such policy will continue to pay until its limit of liability has been exhausted.

B. Underinsured Motorists Coverage shall be excess over all bodily injury liability bonds or policies that apply at the time of the accident.

ARBITRATION

A. If we and an **insured** do not agree:

- 1. Whether that **insured** is legally entitled to recover damages; or
- 2. As to the amount of damages recoverable by that **insured**;

from the owner or operator of an **uninsured motor vehicle** or **underinsured motor vehicle** then the matter may be arbitrated.

Disputes concerning coverage under this Part may not be arbitrated.

Both parties must agree to arbitration. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

B. Each party will:

- 1. Pay the expenses it incurs; and
- 2. Bear the expenses of the third arbitrator equally.

C. Unless both parties agree otherwise, arbitration will take place in the county in which the **insured** lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

ADDITIONAL DUTIES

A person seeking Uninsured/Underinsured Motorists Coverage must also promptly:

- 1. Send us copies of the legal papers if a suit is brought; and
- 2. Notify us in writing of a tentative settlement between the **insured** and the insurer of the **underinsured motor vehicle**. We must be allowed 30 days to advance payment to that **insured**. That payment will equal the tentative settlement. Making such payment preserves our rights against the insurer, owner or operator of such **underinsured motor vehicle**.

PART D — COVERAGE FOR DAMAGE TO YOUR AUTO

INSURING AGREEMENT

A. We will pay for direct and accidental loss to:

- 1. **Your covered auto**; or
- 2. Any **non-owned auto**;

including:

- 1. Its equipment; and
- 2. Any child safety seat;

used in **your covered auto** or **non-owned auto**, minus any applicable deductible shown in the Declarations.

We will pay for loss to **your covered auto** caused by:

1. Other than **collision** only if the Declarations indicate that Comprehensive Coverage is provided for that auto.
2. **Collision** only if the Declarations indicate that Collision Coverage is provided for that auto.

If there is a loss to a **non-owned auto**, we will provide the broadest coverage applicable to any vehicle shown in the Declarations.

B. "Collision" means:

1. The upset of:
 - a. **your covered auto**; or
 - b. a **non-owned auto**; or
2. The impact of:
 - a. **your covered auto**; or
 - b. a **non-owned auto**; or
 with another vehicle or object.

"**Comprehensive**" means loss, other than **collision**, to:

1. **Your covered auto**; or
2. A **non-owned auto**.

Losses caused by the following are not **collision** losses but are **comprehensive** losses:

1. Missiles or falling objects;
2. Fire;
3. Theft or larceny;
4. Explosion or earthquake;
5. Windstorm;
6. Hail, water or flood;
7. Malicious mischief or vandalism;
8. Riot or civil commotion;
9. Contact with a bird or animal; or
10. Breakage of glass.

If breakage of glass is caused by a **collision**, you may elect to have it considered a loss caused by **collision**.

C. 1. "Non-owned auto" means:

- a. Any:
 - (1) private passenger auto;
 - (2) pickup;
 - (3) van (other than cargo van); or
 - (4) trailer

with a Gross Vehicle Weight rating of 12,000 pounds or less or any cargo van or moving van with a Gross Vehicle Weight Rating of 18,000 pounds or less, not owned by or furnished or available for the regular use of you or any **family member** while in the custody of or being operated by you or any **family member**.

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b. Any auto or trailer you do not own while used as a **temporary substitute vehicle** for your **covered auto**.

2. "**Non-owned auto**" does not include any vehicle which has been:

- a. operated; or
- b. rented by; or
- c. in the possession of;

you or any **family member** for 30 or more consecutive days.

This does not apply to a **temporary substitute vehicle** authorized by us.

D. "**Camper body**" means a shell equipped as sleeping or living quarters which is designed to be mounted on a pickup.

Deductible

Unless stated otherwise, the applicable deductible shown in the Declarations shall apply to each accidental loss covered under this Part of the policy. However:

1. If loss to more than one of:

- a. **your covered autos**; or
- b. any **non-owned autos**

results from the same loss, only the highest applicable deductible will apply.

2. In the event of a **collision** with another vehicle insured by:

- a. a Safeco insurance company; or
 - b. another Liberty Mutual Agency Corporation company;
- no deductible will apply.

This does not include a vehicle described as **your covered auto** or **non-owned auto**.

3. No deductible will apply to:

- a. **your covered auto**; or
- b. a **non-owned auto**;

if the loss:

1. Results from the same event as a loss covered under your Safeco:

- a. Homeowners policy; or
- b. Condominium policy; and

2. We issue a payment under your Safeco Homeowners or Condominium policy for the loss.

TRANSPORTATION EXPENSES

A. Subject to the limitations described in paragraphs B. and C., below, we will pay:

1. Temporary transportation expenses incurred by you in the event of the total theft of:

- a. **your covered auto**; or
- b. a **non-owned auto**.

We will pay for such expenses only if the Declarations show that Comprehensive Coverage is provided for that auto.

We will pay only expenses incurred during the period:

- a. beginning 48 hours after the theft; and
- b. ending when **your covered auto** or the **non-owned auto** is:
 - (1) returned to use; or

- (2) we pay for its loss.
2. Indirect loss expenses for which you become legally liable in the event of a loss to a **non-owned auto**. We will pay:
- a. only expenses beginning when the **non-owned auto** is withdrawn from use for more than 24 hours; and
 - b. for indirect loss expenses if the loss is caused by:
 - (1) a **comprehensive** loss only if the Declarations indicate that Comprehensive Coverage is provided for any **your covered auto**.
 - (2) **collision** only if the Declarations show that Collision Coverage is provided for any **your covered auto**.
- B. For the expenses described in paragraphs **A.1.** and **A.2.**, we will pay the greater of the following, without application of a deductible:
- 1. Up to \$20 per day, to a maximum of \$600; or
 - 2. The limit for Loss of Use, if any, shown in the Declarations.
- C. Our payment for the expenses described in paragraphs **A.1.** and **A.2.** will be limited to that period of time reasonably required to repair or replace:
- 1. **Your covered auto**; or
 - 2. The **non-owned auto**.

EXCLUSIONS

We will not pay for:

- 1. Loss to:
 - a. **your covered auto**; or
 - b. any **non-owned auto**;
 which occurs while it is being used as a public or livery conveyance.
 This exclusion does not apply to a share-the-expense car pool.
- 2. Loss to:
 - a. **your covered auto**; or
 - b. any **non-owned auto**;
 while employed in the pickup or delivery of:
 - a. newspapers or magazines;
 - b. food; or
 - c. any products;
 for compensation.
 This exclusion does not apply to delivery that is incidental to an **insured's business**.
- 3. Damage or loss due and confined to:
 - a. wear and tear;
 - b. freezing;
 - c. mechanical or electrical breakdown or failure; or
 - d. road damage to tires.
 This exclusion (3.) does not apply if the damage results from the total theft of:
 - a. **your covered auto**; or
 - b. any **non-owned auto**.

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4. Damage or loss arising out of neglect.

Neglect means your failure to adequately maintain:

- a. **your covered auto**; or
- b. **non-owned auto**;

after the loss.

With respect to water, there is no coverage for:

- a. moisture, condensation, humidity, or vapor;
 - b. water intrusion around or through panels, surfaces and seals; or
 - c. water that collects in spaces or ventilation systems; or
 - d. **fungi**, dry rot or **bacteria**;
- resulting from neglect.

5. Loss due to or as a consequence of:

- a. discharge of any nuclear weapon;
- b. war (declared or undeclared);
- c. insurrection; or
- d. rebellion or revolution.

6. Loss from or as a result of the following, whether controlled or uncontrolled:

- a. nuclear reaction;
- b. radiation; or
- c. radioactive contamination.

7. Loss to:

- a. any electronic equipment:

(1) designed for the production or reproduction of:

- (a) sound,
- (b) pictures,
- (c) audio,
- (d) visual, or
- (e) data; or

(2) that receives or transmits sound, pictures or data signals.

- b. This exclusion does not apply to:

(1) equipment designed for the reproduction or transmission of sound, pictures, audio, visual or data signals and accessories used with such equipment, provided:

- (a) the electronic equipment is permanently installed by:

- i. the original vehicle manufacturer; or
- ii. manufacturer's dealership

in **your covered auto** or any **non-owned auto**; or

- (b) the electronic equipment is:

- i. removable from a housing unit which is permanently installed by:

- (i) the original vehicle manufacturer; or

- (ii) manufacturer's dealership in the auto;

ii. designed to be solely operated by use of the power from the auto's electrical system; and

iii. in or upon **your covered auto** or any **non-owned auto** at the time of loss;

(c) any equipment installed through our Teen Safe Driver program.

However, we will pay only up to a total of \$500 or the actual cash value of **your covered auto** or any **non-owned auto**, whichever is less, for all such equipment that is not installed by:

(a) the original vehicle manufacturer; or

(b) manufacturer's dealership.

(2) any other electronic equipment that is:

(a) necessary for the normal operation of the auto or the monitoring of the auto's operating systems;

(b) an integral part of the same unit housing any electronic equipment described in 7.a. and permanently installed in **your covered auto** or any **non-owned auto** by the:

i. original vehicle manufacturer; or

ii. manufacturer's dealership.

8. Loss to:

a. tapes, records, discs, or other media used with such equipment described in exclusion (7.); or

b. any other accessories, not permanently installed used with such equipment described in exclusion (7.).

9. Loss to **your covered auto** or any **non-owned auto** due to:

a. destruction; or

b. confiscation;

by governmental or civil authorities because you or any **family member**:

a. engaged in illegal activities; or

b. failed to comply with:

(1) Environmental Protection Agency; or

(2) Department of Transportation;

standards.

This exclusion does not apply to Loss Payees interest in **your covered auto**.

10. Loss to:

a. a **camper body**;

b. motor home; or

c. **trailer**;

you own which is not shown in the Declarations.

This exclusion does not apply to a **camper body**, motor home or **trailer** you:

a. acquire during the policy period; and

b. ask us to insure within 30 days after you become the owner.

11. Loss to any **non-owned auto** when used by you or any **family member**:

a. without the express or implied permission of the owner or other person having lawful possession; or

b. using a vehicle beyond the scope of the permission granted.

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12. Loss to equipment, whether operational or not, whose design may be used for the:
- a. detection; or
 - b. location of;
- law enforcement equipment.
13. Loss to any **non-owned auto** being maintained or used by any person while employed or otherwise engaged in the **auto business**. This includes road testing and delivery.
14. Loss to any **non-owned auto** being maintained or used by any person while:
- a. employed; or
 - b. otherwise engaged;
- in any **business** not described in exclusion 2. and 13.
- This exclusion does not apply to the maintenance or use by:
- a. you; or
 - b. any **family member**,
- of a **non-owned auto** which is a:
- a. private passenger auto; or
 - b. trailer.
15. Loss to **your covered auto** or any **non-owned auto** while it is:
- a. operating on a surface designed or used for racing, except for an organized and controlled event that is not a:
 - (1) speed,
 - (2) performance,
 - (3) stunt; or
 - (4) demolition event;
 - b. participating in a:
 - (1) high performance driving course or school; or
 - (2) racing instruction course or school; or
 - c. preparing for, practicing for, used in, or competing in any prearranged or organized:
 - (1) race activity; or
 - (2) speed, performance, stunt, or demolition contest or exhibition.
16. Loss to, or loss of use of, a **non-owned auto** rented by:
- a. you; or
 - b. any **family member**;
- if a rental vehicle company is precluded from recovering such loss or loss of use, from:
- a. you; or
 - b. that **family member**;
- pursuant to the provisions of any applicable rental agreement or state law.
17. Loss to:
- a. **your covered auto**; or
 - b. any **non-owned auto**;

arising out of:

- a. actual;
- b. alleged; or
- c. threatened;

presence, growth, proliferation or spread of:

- a. fungi;
- b. dry rot; or
- c. bacteria.

18. Loss to:

- a. **your covered auto**;
 - b. **non-owned auto**; or
 - c. **trailer**;
- for **diminution in value**.

19. Loss in excess of:

- a. \$500 per claim; or
- b. the actual cash value of:
 - (1) **your covered auto**; or
 - (2) any **non-owned auto**,

whichever is less, for any furnishings or equipment that was not installed by the original vehicle manufacturer or manufacturer's dealership which:

- a. mechanically or structurally changes your vehicle, and
- b. results in increase in performance or change in appearance.

Items subject to this \$500 limitation would include:

- a. custom murals, paintings or other decals or graphics;
- b. custom wheels, tachometers, pressure and temperature gauges;
- c. modified or custom engines and fuel systems, light bars, racing slicks and/or oversized tires, roll bars and lift kits, winches, utility boxes, and tool boxes; or
- d. non-standard paint.

This exclusion does not apply to equipment installed to make a vehicle handicap accessible.

20. Loss arising out of the use of **your covered auto** while leased or rented to others.

21. Loss to **your covered auto** or a **non-owned auto** caused by:

- a. an intentional act of; or
 - b. the directions of;
- you or a **family member**.

LIMIT OF LIABILITY

A. At our option, our limit of liability for loss will be the lowest of:

- 1. The actual cash value of the stolen or damaged property;
- 2.
 - a. The amount necessary to repair or replace the property;
 - b. Determination of the cost of repair or replacement will be based upon one of the following:
 - (1) the agreed cost to repair or replace;

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- (2) a competitive bid approved by us; or
- (3) an estimate written based upon the prevailing price. The prevailing price means the price charged by a majority of the repair market in the area where the vehicle is to be repaired as determined by us; or

3. The limit of liability shown in the Declarations.

However, the most we will pay for loss to any **non-owned auto**, which is a **trailer**, is \$1,500.

B. An adjustment for depreciation and physical condition may be made based upon the:

1. Physical condition; and
2. Wear and tear

of the property or damaged part of the property at the time of the loss.

This adjustment for physical condition includes but is not limited to:

1. Broken, cracked or missing parts;
2. Rust;
3. Dents;
4. Scrapes;
5. Gouges; and
6. Paint condition.

When replacing parts normally subject to repair or replacement during the useful life of on the vehicle, we will not pay for the amount of any betterment.

PAYMENT OF LOSS

We may:

1. Pay for loss in money; or
2. Repair or replace the damaged or stolen property.

We may, at our expense, return any stolen property to:

1. You; or
2. The address shown in this policy.

If we return stolen property we will pay for any damage resulting from the theft. We may keep all or part of the property at an agreed or appraised value.

IF YOUR DAMAGED PROPERTY WAS PREVIOUSLY DAMAGED AND PAYMENT WAS MADE FOR THE PREVIOUSLY DAMAGED PROPERTY BUT YOU DID NOT HAVE IT REPAIRED OR REPLACED, THE COMPANY WILL REDUCE THE AMOUNT PAYABLE FOR LOSS BY THE AMOUNT PAID FOR THE PREVIOUS DAMAGE.

If we pay for loss in money, our payment will include the applicable sales tax for the damaged or stolen property.

NO BENEFIT TO BAILEE

This insurance shall not directly or indirectly benefit any carrier or other bailee for hire.

OTHER SOURCES OF RECOVERY

If other sources also cover the loss, we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all limits that apply.

Any coverage we provide with respect to a **non-owned auto** shall be excess over any other collectible source including, but not limited to:

1. Coverage provided by the owner of the **non-owned auto**;
2. Other physical damage insurance that applies;
3. Other source that applies to the loss.

APPRAISAL

- A. If we and you do not agree on the amount of loss, either may demand an appraisal of the loss. In this event, each party will select a competent appraiser. The two appraisers will select an umpire. Each appraiser will state the:

1. Actual cash value; and
2. Amount of loss.

If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding.

Each party will:

1. Pay its chosen appraiser; and
2. Bear the expenses of the appraisal and umpire equally.

- B. We do not waive any of our rights under this policy by agreeing to an appraisal.

PART E — DUTIES AFTER AN ACCIDENT OR LOSS

We have no duty to provide coverage unless there is full compliance with the following duties:

- A. We must be notified promptly of:

1. How;
2. When; and
3. Where;

the accident or loss happened.

Notice should also include:

1. The names; and
2. Addresses;

of any injured persons and of any witnesses.

- B. A person seeking any coverage must:

1. Cooperate with us in the:

- a. investigation;
- b. settlement; or
- c. defense;

of any claim or suit.

2. Promptly send us copies of any notices or legal papers received in connection with the accident or loss.

3. Submit, as often as we reasonably require:

- a. to physical examinations by physicians we select. We will pay for these exams.
- b. to examination under oath and subscribe the same.

We may examine any **insured** separately and apart from the presence of any other **insured**.

4. Authorize us to obtain:

- a. medical reports; and
- b. other pertinent records.

5. Submit a proof of loss, under oath if requested, when required by us.

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- C. A person seeking Uninsured/Underinsured Motorists Coverage must also:
1. Report the accident to the police or other civil authority within:
 - a. twenty-four (24) hours; or
 - b. as soon as practicable;
 if a hit-and-run driver is involved.
 2. Promptly send us copies of the legal papers if a suit is brought.
- D. A person seeking Coverage for Damage to Your Auto must also:
1. Take reasonable steps after loss to protect:
 - a. **your covered auto**; or
 - b. any **non-owned auto**;
 and its equipment from further loss. We will pay reasonable expenses incurred to do this.
 2. Promptly notify the police if:
 - a. **your covered auto**; or
 - b. any **non-owned auto**;
 is stolen.
 3. Permit us to inspect and appraise the damaged property before its repair or disposal.

PART F — GENERAL PROVISIONS

POLICY PERIOD AND TERRITORY

- A. This policy applies only to accidents and losses which occur:

1. During the policy period; and
2. Within the policy territory.

- B. The policy period is the period stated in the Declarations.

The policy may be renewed for successive policy periods if the required premium is:

1. Paid; and
2. Accepted;

by us on or before the expiration of the current policy period.

The premium will be computed at our then current rate for coverage then offered.

- C. The policy territory is:

1. The United States of America, its territories or possessions;
2. Puerto Rico; or
3. Canada.

This policy also applies to loss to, or accidents involving, **your covered auto** while being moved between their ports.

BANKRUPTCY

Coverage under this policy is not affected by an **insured's**:

1. Bankruptcy; or
2. Insolvency.

CHANGES**A.** All agreements between you and us are contained in:

1. This policy;
2. Your Declarations page; and
3. Endorsements issued by us to this policy.

The terms may not be:

1. Changed; or
2. Waived;

except by endorsement issued by us.

B. The premium for your policy is based on information we received from you or other sources.

You agree to help us determine if this information is correct and complete and you will tell us if it changes.

If this information is:

1. Incorrect;
2. Incomplete; or
3. Changes;

we will adjust your premium during the policy term or take other action based upon the:

1. Corrected;
2. Completed; or
3. Changed;

information.

Changes during the policy term that will result in a premium change during the policy term include, but are not limited to:

1. The number, type or use of insured vehicles.
2. Operators using insured vehicles including:
 - a. newly licensed **family member** drivers; and
 - b. any household members that have licenses.
3. The location where your vehicle is principally garaged.
4. Customized equipment or parts.

You also agree to disclose all licensed drivers residing in the household.

C. If we make a change which broadens coverage under this edition of your policy without additional premium charge, that change will automatically apply to your policy as of the date we implement the change in your state.

This paragraph (C.) does not apply to changes implemented with a general program revision that includes both broadenings and restrictions in coverage. It does not matter whether that general program change is applied through:

1. A subsequent edition of your policy; or
2. An Amendatory Endorsement.

D. Additional or return premium of \$3.00 or less resulting from policy changes will be waived.**PAYMENT OF PREMIUM**

If your initial premium payment is by:

1. Check;

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2. Draft; or

3. Any payment other than cash;

coverage under this policy is conditioned upon the:

1. Check;

2. Draft; or

3. Other type of payment;

being honored when presented to the bank or other financial institution.

If the:

1. Check;

2. Draft; or

3. Other type of payment;

is not honored, this policy may, at our option, be deemed void from its inception.

This means that we will not be liable under this policy for any claims or damages which would otherwise be covered if the:

1. Check;

2. Draft; or

3. Other type of payment;

had been honored upon presentment.

FRAUD

This policy was issued in reliance upon the information provided on your application. We may void this policy if you or an **insured** have:

1. Concealed or misrepresented any material fact or circumstance; or

2. Engaged in fraudulent conduct;

at the time application was made or any time during the policy period.

We may void this policy or deny coverage for an accident or loss if you or an **insured** have:

1. Concealed or misrepresented any material fact or circumstance; or

2. Engaged in fraudulent conduct;

in connection with the presentation or settlement of a claim.

We may void this policy or deny coverage for:

1. Fraud; or

2. Material misrepresentation;

even after the occurrence of an accident or loss.

This means we will not be liable for any:

1. Claims; or

2. Damages;

which would otherwise be covered.

If we make a payment, we may request that you reimburse us. If so requested, you must reimburse us for any payments we may have already made.

LEGAL ACTION AGAINST US

A. No legal action may be brought against us until there has been full compliance with all the terms of this policy.

In addition, under Part **A**, no legal action may be brought against us until:

1. We agree in writing that the **insured** has a legal obligation to pay damages; or
 2. The amount of that obligation has been finally determined by judgment after trial.
- B.** No person or organization has any right under this policy to bring us into any action to determine the liability of an **insured**.

OUR RIGHT TO RECOVER PAYMENT

- A.** If we make a payment under this policy and the person to or for whom payment was made has a right to recover damages from another:

1. Person;
2. Entity; or
3. Organization;

we shall be subrogated to that right.

That person shall:

1. Do whatever is necessary to enable us to exercise our rights; and
2. Do nothing after loss to prejudice them.

However, our rights in this paragraph (**A.**) do not apply:

1. Under Part **D**, against:
 - a. any person using **your covered auto** with your express or implied permission; or
 - b. any other person:
 - (1) having lawful possession; and
 - (2) not using a vehicle beyond the scope of the permission granted.
 2. To Medical Payments Coverage.
- B.** 1. If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:
- a. hold in trust for us the proceeds of the recovery; and
 - b. reimburse us to the extent of our payment.
2. **B.1.** is replaced by the following for:
- a. **bodily injury** provided under Liability Coverage; and
 - b. Medical Payments Coverage.

If we make a payment under this policy and the person to or for whom payment is made recovers damages from another, that person shall:

- a. hold in trust for us the proceeds of the recovery; and
- b. reimburse us to the extent of our payment after that person has been fully compensated for damages.

However, any reimbursement due to us shall be reduced by our proportionate share of attorney fees and expenses incurred in bringing the claim.

Reimburse us to the extent of our payment after that person has been fully paid for damages. Any reimbursement due to us shall be reduced by our proportionate share of attorney fees and expenses incurred in bringing the claim.

- C.** 1. Our rights do not apply under paragraph **A.** with respect to Underinsured Motorists Coverage if:
- a. We have been given prompt written notice of a tentative settlement between an **insured** and the insurer of an **underinsured motor vehicle**; and

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- b. We fail to advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification.
- 2. If we advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification:
 - a. that payment will be separate from any amount the **insured** is entitled to recover under the provisions of Underinsured Motorists Coverage; and
 - b. we also have a right to recover the advanced payment.

TERMINATION

A. **Cancellation.** This policy may be canceled during the policy period as follows:

- 1. The named insured shown in the Declarations may cancel by:
 - a. returning this policy to us; or
 - b. giving us advance written or verbal notice of the date cancellation is to take effect. We may waive the requirement the notice be in writing by confirming the date and time of cancellation to you in writing.
- 2. We may cancel by mailing to the named insured shown in the Declarations at the address last known to us:
 - a. at least 10 days notice:
 - (1) if cancellation is for nonpayment of premium; or
 - (2) if notice is mailed during the first 60 days this policy is in effect and this is not a renewal or continuation policy; or
 - b. at least 30 days notice in all other cases.
- 3. After this policy is in effect for 60 days, or if this is a renewal policy, we will cancel only:
 - a. for nonpayment of premium; or
 - b. fraud on the part of the applicant in filling out the application.

However, in the event that your driver's license or the driver's license of:

 - (1) any driver who lives with you; or
 - (2) any driver who customarily uses **your covered auto**;

has been suspended or revoked, we may issue an endorsement providing that coverage will not be afforded to that named person.

Refusal of such restrictive endorsement by you shall constitute grounds for cancellation of the policy.

B. **Nonrenewal.** If we decide not to renew this policy, we will mail notice to the named insured shown in the Declarations at the last known address. Notice will be mailed at least 30 days before the end of the policy period.

C. **Automatic Termination.** If we offer to renew and you or your representative do not accept, this policy will automatically end at the end of the current policy period. If you fail to pay the renewal premium when due, that shall mean you have not accepted our offer.

Coverage for **your covered auto** shall automatically end on the effective date of any other motor vehicle insurance policy covering that vehicle.

D. **Other Termination Provisions.**

- 1. We may deliver any notice instead of mailing it. Proof of mailing of any notice shall be sufficient proof of notice.
- 2. If this policy is canceled, you may be entitled to a premium refund. If so, we will send you the refund. The premium refund, if any, will be computed on a pro rata basis. However, making or offering to make the refund is not a condition of cancellation.

3. The effective date of cancellation stated in the notice shall become the end of the policy period.

TRANSFER OF YOUR INTEREST IN THIS POLICY

- A.** Your rights and duties under this policy may not be assigned without our written consent.

However, if a named insured shown in the Declarations dies, coverage will be provided for:

1. The surviving:
 - a. spouse;
 - b. civil partner; or
 - c. **domestic partner**;
 if resident in the same household at the time of death.

Coverage applies to the:

- a. spouse;
- b. civil partner;
- c. **domestic partner**;

as if a named insured shown in the Declarations.

2. The legal representative of the deceased person as if a named insured shown in the Declarations. This applies only with respect to the representative's legal duty to:

- a. maintain; or
- b. use;

your covered auto.

- B.** Coverage will only be provided until the end of the policy period.

TWO OR MORE AUTOS INSURED; TWO OR MORE AUTO POLICIES

If this policy insures:

1. Two or more autos; or
2. If any other auto insurance policy issued to you by us applies to the same accident;

the most we will pay shall not exceed the highest limit that applies to any one auto.

This provision does not apply to Uninsured/Underinsured Motorists Coverage.

No one will be entitled to receive duplicate payments for the same elements of loss under Uninsured/Underinsured Motorists Coverage.

LOSS PAYABLE CLAUSE

As to the interest of the loss payee, this policy will remain in effect from the inception date and until ten days after proof of mailing that the cancellation notice has been mailed to the loss payee.

When we pay the loss payee we shall, to the extent of payment, have the loss payee's rights of recovery.

Where:

1. Fraud, misrepresentation, material omission, or intentional damage has been committed by or at the direction of any **insured**; or
2. The loss is otherwise not covered under the terms of the policy;

the loss payee or lienholder's interest will not be protected.

STORAGE COSTS

With your consent and at our expense we may move damaged property to a storage facility of our choice. If you do not want the property moved you may be liable for the difference in the storage costs.

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NAMED DRIVER EXCLUSION

If there is an excluded driver under this policy, then we will not provide coverage for any claim arising from an accident or loss involving a motor vehicle being operated by that excluded person. This includes any claim for damages made against:

1. You; or
2. Any **family member**; or
3. Any other person or organization;

that is vicariously liable for an accident arising out of the operation of a motor vehicle by the excluded driver.

ADDITIONAL COVERAGES

AGREEMENT: WE WILL PROVIDE THE INSURANCE DESCRIBED IN EACH OF THE FOLLOWING ADDITIONAL COVERAGES ONLY IF INDICATED IN THE DECLARATIONS.

UNINSURED MOTORISTS COVERAGE — PROPERTY DAMAGE**INSURING AGREEMENT**

- A.** We will pay damages which an **insured** is legally entitled to recover from the owner or operator of an **uninsured motor vehicle** because of **property damage** caused by an accident. The Declarations must indicate that Uninsured Motorists Property Damage applies.

The owner's or operator's liability for these damages must arise out of the:

1. Ownership;
2. Maintenance; or
3. Use;

of the **uninsured motor vehicle**.

- B.** "**Insured**" as used in this coverage means:

1. You or any **family member**.
2. Any other person **occupying your covered auto** with your express or implied permission. The actual use must be within the scope of that permission.

- C.** "**Property damage**" as used in this coverage means physical injury to, destruction of:

1. **Your covered auto**.
2. Any property owned by an **insured**.
3. Any property owned by:
 - a. you; or
 - b. any **family member**;
 while contained in any auto not owned, but being operated, by:
 - a. you; or
 - b. any **family member**.

- D.** "**Uninsured motor vehicle**" means a land motor vehicle or trailer of any type:

1. To which no property damage liability bond or policy applies at the time of the accident.
2. To which a liability bond or policy applies at the time of the accident if its limit for property damage liability is less than the **minimum limit** for property damage liability.

3. To which property damage liability bonds or policies apply at the time of the accident, but all of the bonding or insurance companies:
 - a. deny coverage; or
 - b. are or become insolvent.
4. Which is a hit-and-run vehicle:
 - a. whose operator or owner cannot be identified; and
 - b. which hits or which causes an accident resulting in **property damage** without hitting:
 - (1) a vehicle which you or any **family member** are **occupying**; or
 - (2) **your covered auto**.

If there is no physical contact with the hit-and-run vehicle causing the accident, the facts of the accident must be proved. We will only accept corroborating evidence other than the testimony of a person making claim under this or any similar coverage.

However, "**uninsured motor vehicle**" does not include any vehicle or equipment:

1. Owned by or furnished or available for the regular use of:
 - a. you; or
 - b. any **family member**.
2. Owned or operated by a self-insurer under any applicable motor vehicle law, except a self-insurer which is or becomes insolvent.
3. Operated on rails or crawler treads.
4. Designed mainly for use off public roads while not on public roads.
5. While located for use as a residence or premises.

EXCLUSIONS

- A. We do not provide Uninsured Motorists Coverage for **property damage** sustained by any **insured**:
 1. If that **insured** or the legal representative settles the **property damage** claim without our consent.
 2. While using any vehicle while employed in the pickup or delivery of:
 - a. newspapers or magazines;
 - b. food; or
 - c. any products
 for compensation.

This exclusion does not apply to delivery that is incidental to an **insured's business**.

3. While using a vehicle:
 - a. without the express or implied permission of:
 - (1) the owner; or
 - (2) other person having lawful possession, or
 - b. beyond the scope of the permission granted.

However, this exclusion does not apply to:

 - a. you;
 - b. any **family member**; or
 - c. any other rated driver shown on the Declarations;

using **your covered auto**.

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4. While operating, or **occupying**, a:
 - a. motorcycle; or
 - b. motor-driven cycle.
5. While using any vehicle while it is:
 - a. operating on a surface designated or used for racing except for an organized and controlled event that is not a speed, performance, stunt or demolition event;
 - b. participating in a high performance driving or racing instruction course or school; or
 - c. preparing for, practicing for, used in, or competing in any prearranged or organized:
 - (1) race activity; or
 - (2) speed, performance, stunt, or demolition contest or exhibition.
6. For loss to **your covered auto, non-owned auto or trailer for diminution in value.**

B. This coverage shall not apply to the benefit of any insurer of property.

DEDUCTIBLES

The following will be deducted from the amount of **property damage** resulting from any one accident:

1. \$300 if the accident is caused by a hit-and-run vehicle or a vehicle which has no physical contact with **your covered auto**.
2. \$100 in all other cases.

LIMIT OF LIABILITY

- A. The limit of liability shown in the Declarations for Uninsured Motorists Property Damage is the most we will pay for all **property damage** sustained in any one accident.
- B. Any amounts otherwise payable for **property damage** which the **insured** is legally entitled to recover from the:
 1. Owner; or
 2. Operator of;

an **uninsured motor vehicle** shall be reduced by all sums paid because of the **property damage** by or on behalf of:

 1. Persons; or
 2. Organizations;

who may be legally responsible.

OTHER INSURANCE

With respect to an auto or property contained in an auto:

1. If there is other similar insurance that applies we will pay only our share of the loss. Our share is the proportion that our limit of liability bears to the total of all limits that apply. Any insurance we provide for a vehicle you do not own shall be excess over any other collectible insurance.
2. Any **property damage** to which the Collision Coverage of this policy (or similar coverage from another policy) and this coverage both apply, you may choose the coverage from which damages will be paid. You may recover under both coverages, but only if:
 - a. neither one by itself can cover the loss; and
 - b. you will not recover more than the actual damages, less the applicable deductible.
3. With respect to all other property, this coverage shall be excess over any other collectible insurance.

ARBITRATION

- A. If we and an **insured** do not agree:
 1. Whether that **insured** is legally entitled to recover damages; or

2. As to the amount of damages which are recoverable by that **insured**; from the owner or operator of an **uninsured motor vehicle**, then the matter may be arbitrated.

However, disputes concerning coverage under this Part may not be arbitrated.

Both parties must agree to arbitration by separate written agreement. If so agreed, each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction.

- B. Each party will pay the expenses it incurs, and bear the expenses of the third arbitrator equally.
- C. Unless both parties agree otherwise, arbitration will take place in the county in which the **insured** lives. Local rules of law as to procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

ROADSIDE ASSISTANCE COVERAGE (CALL 1-877-ROAD-101 (1-877-762-3101))

"**Your covered auto**" as used in this endorsement means a private passenger vehicle, motor home or **trailer** owned by you and for which a specific premium is shown on the Declarations for this coverage.

The following coverages apply to each vehicle for which this coverage is shown on the Policy Declarations:

1. Each time **your covered auto** or any **non-owned auto** is disabled due to:
 - a. mechanical; or
 - b. electrical breakdown;

we will pay reasonable and necessary expenses for the use of an **authorized service provider** to tow or flatbed:

 - a. **your covered auto**; or
 - b. **non-owned auto**

up to 15 miles or to the nearest qualified place where necessary repairs can be made during regular **business** hours.
2. Each time **your covered auto** or any **non-owned auto** is disabled requiring:
 - a. Towing to dislodge the vehicle from its place of disablement within 100 feet of a public street or highway; or
 - b. Labor, including change of tire, at the place of its breakdown; or
 - c. Delivery of:
 - (1) fuel;
 - (2) oil;
 - (3) water; or
 - (4) other fluids;

(we do not pay the costs of these items); or
 - d. Key lock-out services.

We will cover up to one hour of labor for the use of an **authorized service provider** for service at the place of disablement.
3. For policies with a 6 month policy term, coverage is limited to:
 - a. no more than two occurrences per vehicle; plus
 - b. an additional two occurrences per policy;

in a 6 month policy period for both coverages 1. and 2., above.
4. For policies with an annual policy term, coverage is limited to:
 - a. no more than four occurrences per vehicle; plus

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- b. an additional four occurrences per policy;
in a 12 month policy period for both coverages 1. and 2. above.

Authorized service provider means a service provider contracted by us providing, at no charge to you, roadside assistance as described and limited above. When service is provided by other than an **authorized service provider**, we will reimburse you only for reasonable charges as determined by us.

No deductible applies to this coverage.

LOSS OF USE COVERAGE

The provisions and exclusions that apply to Part D — Coverage for Damage to Your Auto also apply to this coverage except as changed below:

When there is a loss to any vehicle described in the Declarations for which Loss of Use Coverage applies, we will reimburse you for expenses you incur to rent a **temporary substitute vehicle**.

This coverage applies only if:

1. The vehicle is withdrawn from use for more than 24 hours;
2. The loss is caused by **collision**, or is covered by the Comprehensive Coverage of this policy; and
3. The loss exceeds the appropriate **collision** or **comprehensive** deductible applying to the vehicle.

However, this coverage does not apply to losses caused by **collision** if Collision Coverage does not apply to the vehicle.

Our payment will be limited to that period of time reasonably required to repair or replace the vehicle.

We will pay up to the amount per day and the maximum shown for Loss of Use in the Declarations.

No deductible applies to this coverage.

FULL SAFETY GLASS COVERAGE

We will pay under Comprehensive Coverage for the cost of repairing or replacing damaged **safety equipment** on **your covered auto** without a deductible.

We will pay only if:

1. The Declarations indicates that Comprehensive Coverage applies; and
2. A specific premium charge for Full Safety Glass Coverage is shown in the Declarations for **your covered auto**.

“**Safety equipment**”, as used in this coverage means the:

1. Glass used in the windshield, doors and windows of **your covered auto**; and
2. Glass, plastic or other material used in the lights of **your covered auto**.

This policy has been signed by our President and Secretary.



Timothy M. Sweeney
President



Mark C. Touhey
Vice President and Secretary

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